

MISSOURI PACIFIC RAILROAD CO

RECORDATION NO. 6901-B Filed 1425

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TEL. AREA CODE 314 622-0123
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622-2025

FEB 23 1979 - 10 31 AM
INTERSTATE COMMERCE COMMISSION

No. 9-053 A010
Date FEB 22 1979
Fee \$10.00
ICC Washington, D. C.

February 15, 1979

Re: Conditional Sale Agreement between Paccar, Inc. and American Refrigerator Transit Company, and Assignment to Mercantile Trust Company National Association, both dated February 1, 1973, I.C.C. Recordation No. 6901, filed and recorded February 15, 1973, 9:30 a.m.

Mr. H. G. Home, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act and 49 Code Fed. Reg. Section 1116.1(a) et seq., are four executed counterparts of a Full Release and Satisfaction, dated as of February 1, 1979, executed by Mercantile Trust Company National Association, Assignee under the above Conditional Sale Agreement, dated and recorded as specified in the caption hereof. The enclosed instrument releases from the above Conditional Sale Agreement all railroad equipment which may be subject thereto.

American Refrigerator Transit Company's voucher to cover the \$10 recording and filing fee is enclosed herewith. Upon filing and recording of the enclosed Release and Satisfaction, three counterparts showing thereon the Commission's recordation stamp should be returned to:

Mrs. J. C. Durand
Missouri Pacific Railroad Company
Suite 1203
1825 K Street, N.W.
Washington, D.C. 20006

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Yours very truly,

Francis L. Barkofske
Francis L. Barkofske

RECEIVED
FEB 22 10 16 AM '79
I.C.C.
FEE OPERATION BR.

FILE/pam

Encls: Release & Satisfaction (4)
Voucher for \$10.00 (Audit No. 01-5108, 1-29-79)

Counterpart - Katherine E. Shaw

February 15, 1979

Re: Conditional Sale Agreement between Paccar, Inc. and American Refrigerator Transit Company, and Assignment to Mercantile Trust Company National Association, both dated February 1, 1973, I.C.C. Recordation No. 6901

Mrs. J. C. Durand - Washington, D.C.:

Enclosed are four executed counterparts of a Full Release and Satisfaction, dated as of February 1, 1979, in connection with the above Conditional Sale Agreement.

I would appreciate it if you would have these recorded with the I.C.C. and return three counterparts showing recordation to me.

Voucher for \$10.00 is enclosed, along with the usual letter to the Commission.


F. L. Barkofske

FLB/pam

Enclosures:

Release and Satisfaction (4)
Letter to I.C.C.
Voucher for \$10.00

RECEIVED
FEB 22 10 15 AM '79
I.C.C.
FEE OPERATION BR.

FEB 22 1979 -10 25 AM

INTERSTATE COMMERCE COMMISSION

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of February 1, 1973, between PACCAR, INC. [hereinafter called the Manufacturer] and AMERICAN REFRIGERATOR TRANSIT COMPANY [hereinafter called the Vendee], under the terms of which the Manufacturer sold and delivered to the Vendee, and the Vendee bought from the Manufacturer, as set forth in said Conditional Sale Agreement [hereinafter called the Agreement] certain 100 70-Ton Insulated Box Cars (the Equipment), more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of February 1, 1973 [hereinafter called the Assignment], the Manufacturer assigned and transferred to Mercantile Trust Company National Association [the Assignee], certain rights, powers and privileges of the Manufacturer, including the retained title of the Manufacturer to the Equipment described in the Agreement; and

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission on February 15, 1973, pursuant to Section 20c of the Interstate Commerce Act and assigned Recordation No. 6901; and

WHEREAS, by Agreement dated October 31, 1973, and filed and recorded with the Interstate Commerce Commission on December 6, 1973, pursuant to Section 20c of the Interstate Commerce Act under Recordation No. 6901-A, said Agreement and Assignment was in part assigned to and assumed by NW Equipment Corporation and said NW Equipment Corporation received Vendee's interest in a portion of the Equipment and assumed a portion of the debt and obligation under said Agreement, all as more particularly described in said Agreement dated October 31, 1973; and

WHEREAS, all sums of money due and payable under the terms of said Agreement and Assignment have been paid in full and satisfied, and all obligations imposed upon the Vendee and the Vendee's Assignee in said Agreement have been duly complied with and performed;

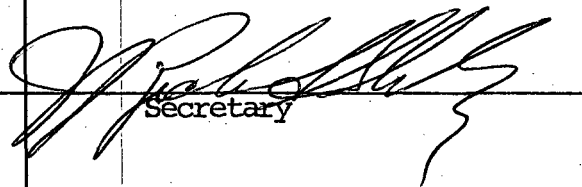
NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and the performance by the Vendee of all the covenants and agreements imposed upon it

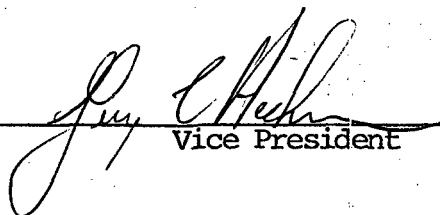
thereunder; hereby consents that the Agreement be released and discharged of record, and constitutes and appoints each of the officers having charge and custody of any records where the Agreement may be filed or recorded, as its Agent and attorney with full power and authority to satisfy and discharge of record the Agreement, and to endorse upon the margin of the record the satisfaction, release and discharge of the lien of the Agreement; and hereby FOREVER RELEASES AND DISCHARGES American Refrigerator Transit Company and NW Equipment Corporation, their successors and assigns, of and from all obligations and liabilities under said Agreement, and hereby quitclaims, assigns, transfers and sets over unto American Refrigerator Transit Company and NW Equipment Corporation, without warranty or representation, all of its right, title and interest in their respective portion of the Equipment now or at any time owned or acquired by either of said corporations pursuant to the Agreement, hereby confirming that said Equipment is free from any right, title, security interest, lien or encumbrance in favor of Mercantile Trust Company National Association by virtue of said Agreement.

IN WITNESS WHEREOF, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, pursuant to due corporate authority, has caused these presents to be executed in its behalf by a duly authorized officer and its corporate seal to be hereto affixed and duly attested as of the 1st day of February, 1979.

ATTEST:

MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION


Secretary

By 
Vice President

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this *1st* day of *February*, 1979, before me personally appeared *Ruff C. Heckman*, to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile Trust Company National Association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mildred G. Jones

Mildred G. Jones Notary Public

My Commission Expires: AUG 31 1982